

A. G. Contract No. KR932530TRN
JPA No.: 93-146
ECS File No.: 94-46
Project: H3679 01D
Section: Design Naco NAFTA Truck
Route

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
COCHISE COUNTY, ARIZONA

THIS AGREEMENT is entered into 15 December, 1993,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and
COCHISE COUNTY, ARIZONA, acting by and through its BOARD OF
SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-1891 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. In anticipation of the approval of the North American
Free Trade Agreement, the Arizona Legislature has appropriated
FY 93-94 funds, administered through the State Transportation
Board, for United States/Mexico border area transportation
improvement projects, which may include planning, engineering
design, construction, maintenance or pavement preservation.
The Transportation Board has approved a grant of \$150,000.00 to
the County for design of improvements to the Naco truck route,
which will involve the design of approximately 6,000 lf of new
roadway, realignment of 1,600 lf of existing roadway and the
relocation of and existing railroad crossing, hereinafter
referred to as the Project.

NO. <u>18279</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/15/93</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky V. Greenwood</u>

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE

1. The County will:

a. Issue requests for proposals and hire an appropriate engineering consultant to design the Project to State standards. Comply with all state procurement statutes, rules and regulations.

b. Provide copies of the design documents to the State at the 30%, 60% and 95% level of completion for design review, and incorporate State's review comments as appropriate.

c. Invoice the State for grant funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$150,000.00. Be responsible for all Project costs over and above \$150,000.00.

d. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the funds within six (6) months after the effective date of the contract(s). Provide the State written reports of all fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the County funds in the amount of \$150,000.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey pass through funds for the use and benefit of the County by reason of state law under which funds for the Project are authorized to be expended.

2. The County agrees to indemnify and save harmless the State, or any of it's departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Room 222E Mail Drop 616E
Phoenix, AZ 85007

Cochise County
County Manager
Box 225
Bisbee, AZ 85603

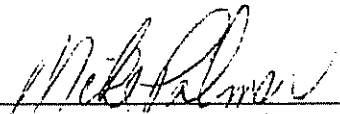
10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

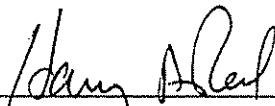
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

COCHISE COUNTY

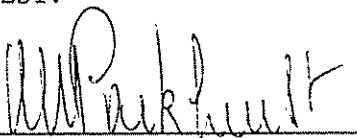
STATE OF ARIZONA

Department of Transportation

By 
MIKE PALMER, Chairman
Board of Supervisors

By 
HARRY A. REED
Director, Transportation
Planning Division

ATTEST:

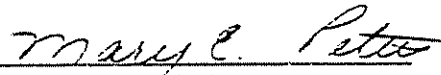
By 
NADINE PARKHURST
Clerk of the Board

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RESOLUTION

BE IT RESOLVED on this 29th day of September 1993, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with Cochise County for the purpose of defining responsibilities for conveying NAFTA grant funds to the County to design improvements to the Naco truck route.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.



LARRY S. BONINE
Director

Board of Supervisors

Mike Palmer
Chairman,
District 2

Tim J. Saracino
District 1

Leslie E. Thompson
District 3



Dennis R. Tinberg
County Manager

Nadine Parkhurst
Clerk

RESOLUTION 93-115

A Resolution of the Cochise County Board of Supervisors (hereinafter referred to as the Board) approving an Intergovernmental Agreement between the Arizona Department of Transportation and the County for funding of Engineering Services for the Naco Highway Realignment and Naco Port-of-Entry Access Road.


WHEREAS, the Board is empowered by Arizona Revised Statutes 11-952 to enter into agreements with other public agencies; and,

WHEREAS, the Arizona Legislature has appropriated funds, administered through the State Transportation Board for United States/Mexico border area transportation projects, which may include planning and engineering design; and

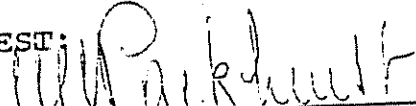
WHEREAS, the Transportation Board has approved a grant of \$150,000.00 to the County for the design of the Naco Highway Realignment and Naco Port-of-Entry Access Road, which will involve the design of approximately 6,000 linear feet of new roadway, the re-alignment of approximately 1,600 linear feet of existing roadway, and the relocation of an existing railroad crossing.

NOW, THEREFORE BE IT RESOLVED that the Board enter into this agreement (A.G. Contract KR932530TRN) and authorizes the Chairman to sign this approval form and return it to the Arizona Department of Transportation for execution.

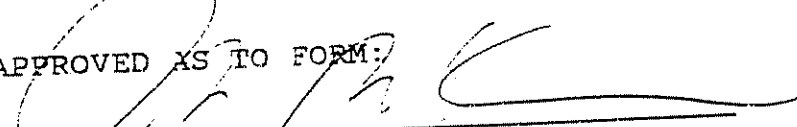
DATED this 15th day of Nov., 1993


Mike Palmer, Chairman
Board of Supervisors

ATTEST:


Nadine Parkhurst, Clerk of the Board

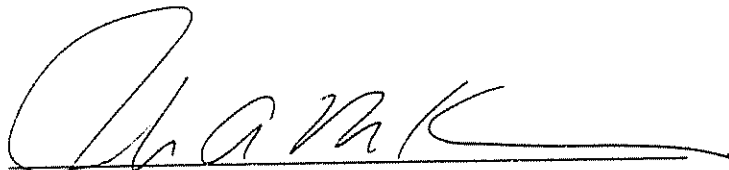
APPROVED AS TO FORM:


John MacKinnon, Deputy County Attorney
RES/NACOPOE

APPROVAL OF THE COCHISE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement between the STATE OF ARIZONA, acting through the DEPARTMENT OF TRANSPORTATION and COCHISE COUNTY, and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 3rd day of November, 1993.

A handwritten signature in dark ink, appearing to read "D. A. M. K.", written over a horizontal line.

Deputy County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR93-2530-TRN, an agreement between
public agencies, has been reviewed pursuant to A.R.S. §11-952,
amended, by the undersigned Assistant Attorney General who
determined that it is in the proper form and is within the
powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the
signing parties, other than the State or its agencies, to
enter into said agreement.

DATED this 10th day of December, 1993.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

slr
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